**Campground Firewood Sales**

**Competitive Commercial Use Authorization**

**Firewood Sales Opportunity:** Sleeping Bear Dunes National Lakeshore is looking for service providers for two competitive Commercial Use Authorizations (CUA) to provide firewood sales – one at D.H. Day Campground and one at Platte River Campground for 2024-2025. Separate applications must be submitted for each location. Firewood must come from local sources (i.e., within 50 miles of the campground where the wood is sold) or be “pest-free treated/certified firewood” as defined by the USDA. No Oak, Elm, Beech, or compressed sawdust bricks/logs may be supplied as firewood. The CUAs are classified as “In-Park” CUAs and the maximum gross revenue per CUA is $25,000 per year.

1. **Platte River Campground Firewood Sales Operation**: The CUA holder will have access to a 16’ x 32’ asphalt pad with access to a 110-volt outlet. The holder will be billed for any electricity used.
2. **D.H. Day Campground Firewood Sales Operation**: The CUA holder will have access to a 10’ x 24’ gravel pad with access to a 110-volt outlet. The holder will be billed for any electricity used.

**CUA Application Open Season:** Applications for a CUA to operate at the Platte River Campground and the D.H. Day Campground will be accepted during a designated 'open season' – beginning February 9, 2024, and ending March 08, 2024. CUAs for firewood sales will be authorized for an approximately 20-month period, beginning no earlier than April 1, 2024, and terminating on December 31, 2025. The online application must be completed and the application narrative received (via email or snail mail) by March 08, 2024, to be considered for a 2024-2025 Firewood Sales CUA. Incomplete application packages, or packages not received by the deadline will not be considered. Applicants will not be contacted regarding missing or late information after the deadline. Applicant requests for written post award debriefs will be at the discretion of the Service.

**Narrative portions of the application must be mailed or emailed to:**

**National Park Service**

**Interior Regions 3,4,5 Office**

**Atten: Kelly Kager, Commercial Services Management Specialist 601 Riverfront Drive**

**Omaha, NE 68102**

**Kelly\_kager@nps.gov**

* A site visit is scheduled for both campgrounds on February 23, 2024. D.H. Day Campground will be open from 9:00 am to 10:00 am followed by the Platte River Campground from 11:00 am to noon.

**Two-step NPS Qualification Process:** All complete applications will be reviewed using a 2-step qualification process.

1. During the initial qualification step, the NPS will determine if the application is complete and meets the minimum qualifications as set forth on the online CUA application program found at: https://cua.nps.gov. This includes ensuring that all required company information and insurance documentation has been provided. If the number of complete and qualified applications is less than or equal to the number of CUA allocations available, the NPS will award the CUAs to those qualified applicants. If the number of complete and qualified applications is more than the number of CUAs allocations available, the NPS will award the CUAs allocations using the competitive process described below in step two. Non-refundable application fees of $350 must be paid as part of this step through the online system.
2. The second step is the scoring and selection round. **A selection panel determined by the NPS Regional Commercial Services staff consisting of both park staff and Regional staff will select the most highly qualified applicants on the basis of the applicant’s Narrative Responses (Attachment A) to the four factors listed below demonstrating the company’s history and experience, its environmental commitment, and its commitment to supporting the local community and visitors.**  Operators with unsuccessful submissions will not be authorized to operate at the campgrounds in Sleeping Bear Dunes National Lakeshore in 2024-2025, but will have an opportunity to re-apply for the firewood sales CUAs when they become available again in January of 2026.

**CUA Confirmation**: All CUA applicants will receive a response from the Commercial Services Office no later than 60 days after the application closing date. The NPS will email awardees a CUA for signature and acceptance of operating terms and conditions. Awardees can either accept the CUA award or reject and forfeit the CUA. If the applicant accepts the CUA award, it will be authorized for operation beginning no earlier than April 1, 2024, and terminating on December 31, 2025.

## ATTACHMENT A

**Competitive CUA Narrative Process**

**NOTE: The Narrative Response is due to the Commercial Services. Failure to submit the Narrative Response will result in your application being withdrawn from consideration. Each factor identifies the minimum and maximum points the NPS may award, depending on the quality of the response. A high-quality response uses clear, concise language to directly answer each question in detail, demonstrates the applicant’s past experience, and/or sets out a specific commitment to address each factor.**

**Response Format:** Provide in writing the information identified in each of the following four (4) factors. Your answer must not exceed the page limit for each factor. Please number each page and section in your completed response. Each page should indicate the question to which you are responding. Where page limits are set, the NPS will not consider the information on any pages that exceed the page limitations stated, including attachments, appendices, or other additional materials the applicant submits. The Service considers text on two (2) sides of one sheet of paper as two (2) pages. Font size must be no smaller than 10 pt. Lines must be double spaced, and margins must be no smaller than .5 inches.

Responses must not exceed *one* page for each of the following factors:

**Factor 1 – Relevant Experience and History – (0-15 points)**

1. Demonstrate your prior experience operating and managing a similar business operation through provision of the following details:
   1. Duration of involvement in managing the operation, including dates.
   2. Total gross revenues for the most recent two years of operation in which the Offeror was involved in the business.
   3. Describe all Infractions that have occurred in your operations in the past five years. For the purposes of this Factor, “Infractions” are defined as a notice of violation, penalty, fine, less than satisfactory public health rating, or similar regulatory notice from a federal, state, or local agency.
   4. Explain how you responded to each infraction, including actions you took to prevent a recurrence of the infraction.
   5. Describe your overall strategy to minimize infractions and how you resolve, or plan to resolve infractions when they do occur.

**Factor 2 – Environmental Protection – (0-15 points)**

1. How will you ensure your firewood is pest/disease free?
2. How will your pre-cut firewood be bundled? For example, with twine, shrink wrap, nylon bags, or boxes?

**Factor 3 – Firewood Quality and Sources (0-15 points)**

1. Where do you plan to source your firewood?
2. The firewood must be hardwood, dry, and burnable and the moisture content must not exceed 25%. Please tell us how you are going to monitor and meet the moisture requirement?

**Factor 4 – Visitor Experience (0-15 points)**

1. How will you sell your firewood? For example, will you use a vending machine, shed, or sell it from a trailer or pickup truck?
2. How do you plan to receive payment for your bundles in the campground(s)? Will you be able to accept credit cards? Can you provide refunds easily?
3. It’s important to not run out of firewood. Failure to provide for firewood after 48 hours with no wood at your firewood distribution site may result in the termination of your CUA. How will you prevent a lapse in wood supply? (Include in your answer what you consider to be adequate staff to refill your firewood supply on a regular basis (daily if needed) and whether you currently have sufficient staff.)
4. How much do you plan to charge per bundle?
5. Do you plan on offering kindling for sale? If so, what kind of kindling and how will it be bundled and sold?

## ATTACHMENT B

### CONDITIONS OF THIS AUTHORIZATION

**Additional Information:** The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

1. False Information: The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. Legal Compliance: The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures, and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Employee Conduct:** The holder must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The holder must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures. The holder must review the conduct of any of its employees whose action or activities are considered by the holder or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation. The holder must maintain, to the greatest extent possible, a drug free work environment.
4. Rates: The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
5. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
6. Liabilities and Claims: This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
7. Insurance: Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
8. CUA Fees: At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
9. Benefit: No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
10. Transfer: This authorization may not be transferred or assigned without the written consent of the area Superintendent.
11. Termination: This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
12. Preference or Exclusivity: The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
13. Construction: The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.
14. Reporting: The holder must submit annually the CUA Annual Report (NPS Form 10-660) by January 31 for the prior CUA season and also must submit upon request the CUA Monthly Report (NPS Form 10-660A). The holder is to provide the area Superintendent upon request any other specific information related to the holder’s operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
15. Accounting: The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
16. Minimum Wage: The holder must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. part 23, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.
17. Visitor Acknowledgment of Risks (VAR): The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client’s right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 231-326-4741 or by going to the park CUA webpage at [Commercial Use Authorizations – Sleeping Bear Dunes National Lakeshore (U.S. National Park Service) (nps.gov)](https://www.nps.gov/slbe/learn/management/cua.htm)
18. Intellectual Property of the National Park Service: Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words “National Park Service”, the initials “NPS”, or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
19. Nondiscrimination**:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.
20. **Notification of Employee Rights:** The holder must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this authorization as if fully set forth in this authorization.

## ATTACHMENT C

### SPECIAL PARK CONDITIONS

Administration

1. CUA: The holder shall maintain a copy of this authorization with attachments at the business location and in all business vehicles. The holder shall ensure that all employees are informed of the conditions of this authorization and make it available for inspection upon request.
2. Damages:The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land, water and facilities described in this authorization.
3. Entrance Fee: This authorization does not exempt customers from paying the required entrance fee and the holder is responsible for informing all customers that a park pass is required to enter the park.
4. **Advertisements:** The holder may not distribute any advertisements in the park. Advertisements distributed on private lands, including internet web pages, may not state or imply endorsement by the National Park Service or Sleeping Bear Dunes National Lakeshore.
5. **Authorized Services/Activities:** The holder is only authorized to conduct the activities listed on page one (1) of their authorization and may not engage in any additional commercial activities.
6. **Partnerships:** CUA holdersmay not “partner” with other companies to conduct business in the park. Each company that wants to operate in the park must obtain a CUA.
7. Other Authorization Requirements: This authorization does not become effective until all other necessary authorizations have been secured. The holder’s signature on this document certifies that all federal, state, county and local government requirements have been met and required authorizations or licenses have been obtained regarding conducting this commercial activity.
8. **Audits:** The National Park Service may conduct scheduled and random audits to ensure compliance with CUA terms and conditions. The park interpretive staff may also audit tours to review program content. This audit of the tour should be made available at no cost to the park staff.

Safety

1. Safety Standards: The holder shall have a commitment to safety not only for its customers, but also for all visitors and employees of Sleeping Bear Dunes National Lakeshore.
2. Emergency Services: The holder or their staff should call 911 for emergency assistance in the park.
3. Incident Reports: The holder shall report any incidents requiring more than ordinary first aid to the park CUA Coordinator at 231-326-4741. This shall include any medical, rescue, fire, law enforcement or property damage incidents associated with either visiting the park or conducting business in the park.

Equipment Standards

1. All equipment shall be clearly branded with the holder’s business name in lettering that is visible from at least 10 feet away, but no fully ‘wrapped’ advertisements are allowed.
2. Equipment used under this authorization is subject to a safety check at any time and may not be used if deemed to be in an unsafe condition.
3. Inspections of vehicle, gear and permit holder’s off-site facilities may be made as appropriate by the Superintendent or his/her authorized representative.

Park Use and Conduct

1. Park Resources: The holder shall ensure that park natural and cultural resources are not harmed or disturbed in any way as a result of their activities during the course of this authorization.
2. Competition:The Holder may not engage in any activity within the park that actively targets and prevents other commercial operators from conducting the activities authorized under their CUA.
3. **Website Use:** Holder may post images and video files featuring “talent,” or clearly identifiable, park-specific features on their respective websites provided the holder has submitted and been approved for a Commercial Filming/Photography Special Park Use Permit.

Firewood Quality and Sources

1. Firewood must come from local sources (i.e., within 50 miles of the campground where the wood is sold) or be “pest-free treated/certified firewood” as defined by the USDA.
2. Firewood sourcing must be consistent with Michigan Department of Agriculture and Rural Development firewood quarantines.
3. The pre-cut firewood bundles will be hardwood, dry, and burnable. The moisture content must not exceed 25%.
4. No Oak, Elm, Beech or compressed sawdust bricks/logs may be supplied as firewood.
5. Separation of wood to be sold at Sleeping Bear Dunes National Lakeshore must be maintained from all other wood supplies.
6. Firewood is to be packaged for sale to campground users in tied bundles. These bundles must be at least 48 inches in circumference and 15 to 18 inches in length.

Firewood Distribution

1. The permit holder must ensure firewood availability is continuous. Failure to provide firewood after 48 hours with no wood at your firewood shed may result in the termination of your CUA.
2. In the event of a parkwide burn ban, CUA Holder must ensure that their firewood is not accessible to campers.

Visitor Complaints

1. Should visitor complaints to the NPS occur as a result of firewood vending at Sleeping Bear Dunes National Lakeshore, the Chief Ranger will forward them to the CUA holder to allow the business an opportunity to resolve the complaint. Complaints must be responded to within five (5) business days and a copy of the response forwarded to the Chief Ranger’s office.

## ATTACHMENT E

### CUA INSURANCE REQUIREMENTS

**Commercial General Liability (CGL) Insurance**

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum commercial general liability insurance is $500,000. Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

**Other Required Insurance**

**Commercial Auto Liability Insurance** is required if a CUA holder transports passengers or uses in the performance of the service in the park owned/leased/rented vehicles. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance. The minimum Commercial Auto Liability Insurance for *interstate* passenger transport is:

| **Commercial Vehicle Insurance – Passenger Transport**  **(bodily injury and property damage)** | **Minimum per Occurrence Liability Limits\*** |
| --- | --- |
| 15 or fewer passengers | $1,500,000 |
| 16 or more passengers | $5,000,000 |

The NPS has not established standard commercial automobile liability minimums for intrastate auto use by CUA holders because each state has unique rules and regulations. Intrastate CUA holders must meet individual state requirements for Commercial Automobile Liability Insurance or the interstate requirements above, whichever are greatest.

**Michigan commercial auto insurance requirements**

**Property carriers**:

Freight vehicles of 10,000 lbs. or more:

* Non-hazardous: $500,000 CSL
* Hazardous: $1 million CSL

Freight vehicles under 10,000 lbs.:

* Non-hazardous: 100/300/50 Hazardous: $1 million CSL

If the CUA applicant or holder will use rented or leased vehicles in performance of the authorized service, the applicant or holder must secure appropriate insurance for that rented or leased vehicle in the amount required by the CUA application. Proof of insurance secured directly from the rental or lease company may not be available upon application submission, but applicants are required to provide proof of insurance coverage after application submission upon NPS request.

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum property insurance for the 16’x32’ asphalt pad at Platte River Campground should be sufficient to cover the replacement value of $8,965. The minimum property insurance for the10’x24’ gravel pad D.H. Day Campground should be sufficient to cover the replacement value of $3,000.

**Insurance Company Minimum Standards**

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best’s Financial Size Category of at least VII according to the most recent edition of Best’s Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody’s, Standard and Poor’s, or Fitch), unless otherwise authorized by the Service.
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

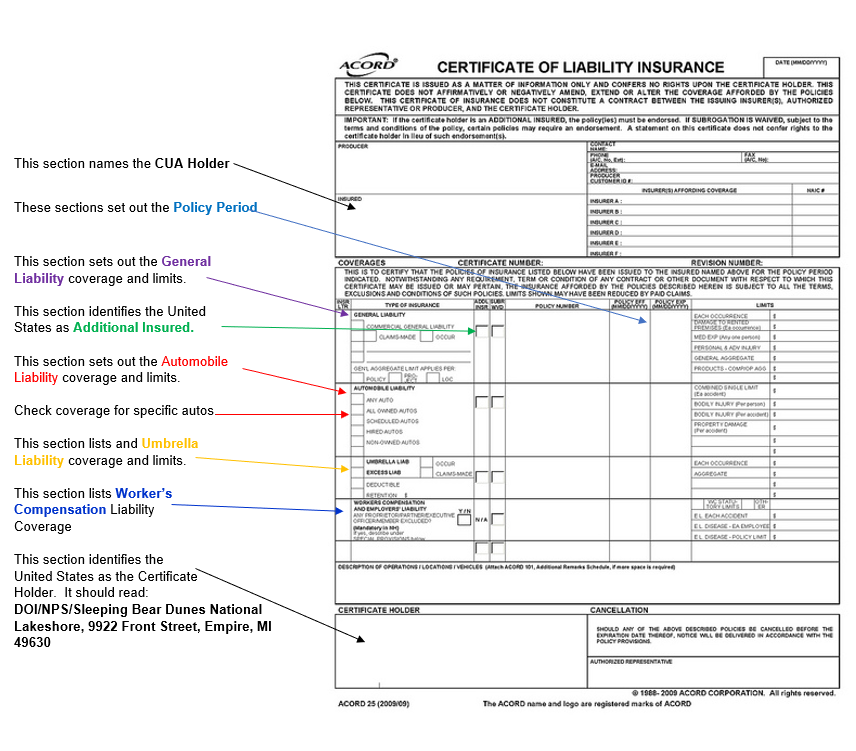
**Proof of Insurance Submission**

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

* Be written in English with monetary amounts reflected in USD.
* Reflect that insurance coverage is effective at time of CUA Application submission.
* Name as insured the business or person that is providing the service.
* Name the United States as additional insured.
* Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application.
* Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application.
* Include insurance provider rating or provide in separate document.

## ATTACHMENT F

**SAMPLE ACORD FORM**

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## ATTACHMENT G

**LIST OF APPROVED SERVICES, ADDITIONALLY REQUIRED DOCUMENTATION, AND FEE INFORMATION**

|  |  |  |
| --- | --- | --- |
| AUTHORIZED COMMERCIAL SERVICE | REQUIRED DOCUMENTATION | REQUIRED CUA FEES |
| Firewood Sales – Platte River Campground | Insurance Certification | $350 non-refundable application fee. Market price fees apply (see below). |
| Firewood Sales – D.H. Day Campground | Insurance Certification | $350 non-refundable application fee. Market price fees apply (see below). |

**Fee Information**

**Application Fee:** A $350 non-refundable application fee is due when your application is submitted**.**

**Annual Market Price Fee:** A management fee, based on a percentage of annual gross receipts, is due at the end of each year when the annual report is submitted. The following fee structure will apply.

**Market Price Fee (% of gross receipts earned from park-based operations)**

* less than $250,000.00: 3% of gross receipts
* $250,00.00 to $500,000.00: 4% of gross receipts
* more than $500,000.00: 5% of gross receipts

If the amount due is greater than the $350 application fee, the CUA holder should deduct the application fee from the percent of gross receipts before remitting at the end of the season, so as not to exceed the market price.

## ATTACHMENT H

**CUA ON-LINE APPLICATION QUESTIONS**

**These are the questions you will find on the CUA application website. Read all application instructions as well as all conditions of the authorization before completing and submitting the application.** Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc. Applicants should have these documents in pdf form and ready to upload during the online application process.

**1.** Service for which you are applying:*[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*

**2.** Will you be providing this service in more than one park?

**3.** Applicant’s Legal Business Name:[*Include any additional names (DBA) under which you will operate.]*

**4. Owner and** Authorized Agents:*(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

**5.** Mailing Addresses

**PRIMARY CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal)*

Address:

City, State, Zip

Email: Website:

Day Phone: Evening Phone: Fax:

**ALTERNATE CONTACT INFORMATION** *(Dates to contact you at this address, if seasonal.)*

Address:

City, State, Zip:

Email:

Website:

Day Phone: Evening Phone: Fax:

**6.** What is your Business Type? *(Please check one below)*

* Sole Proprietor
* Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*
  + Name:
  + Name:
* Limited Liability Company
* Corporation
* Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*
* Other

**7.** Business License – State and Number: Expiration Date:

**8.** Employer Identification Number (EIN)**:**

**9.** Liability Insurance**:**

Provide proof of liability insurance. We recommend obtaining an Acord form from your insurance provider. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is $500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements (“Attachment A”).

1. Will your business operate vehicles/vessels/aircraft within NPS boundaries?

| **Make/Model of Vehicle** | **Year** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

| **Make of Aircraft** | **Tail Number** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

| **Make/Model of Vessel** | **Registration # or**  **USCG Documentation** | **Length** | **Max # Passenger Capacity** | **Own/Rent/Lease** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |

**11. Additionally Required Documentation:**

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in “Attachment F”.

**12. DOI Employment:**

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

If “Yes”, please provide information below:

Employee Name: Title:

Bureau or Office where employed:

If you selected yes, to 12., please contact your servicing ethics office for further guidance prior to submitting this form. A list of servicing ethics offices can be found at, https://www.doi.gov/ethics.

**13. Violations:** To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

*If “Yes”, please provide the following information. Attach additional pages, if necessary.*

Date of violation or incident under investigation:

Name of business or person(s) charged:

Please identify the law or regulation violated or under investigation:

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

**14.** **Fee:** Please include the Application Fee as outlined in Attachment F.

1. **Signature:**

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

## NOTICES

**Privacy Act Statement**

**Authority:** The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

**Purpose:** The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

**Routine Uses:** In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

**Disclosure:** Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

**Paperwork Reduction Act Statement**

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

**Estimated Burden Statement**

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.